



**MEMORANDUM**

Agenda Item No. 14(A)(3)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 19, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution authorizing the execution  
of a tri-party agreement among  
Miami-Dade County, Homestead-  
Miami Speedway LLC, and the City  
of Homestead for the relocation of a  
portion of SW 137 Avenue in Section  
23-57-39

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

A handwritten signature in black ink, appearing to read "RAC", is written over a horizontal line.

R. A. Cuevas, Jr.  
County Attorney

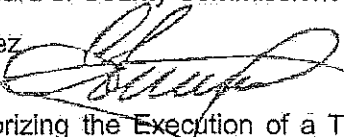
RAC/cp

# Memorandum



**Date:** June 19, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing the Execution of a Tri-Party Agreement Among Miami-Dade County, Homestead-Miami Speedway LLC, and the City of Homestead for the Relocation of a Segment of SW 137 Avenue Located North of the Intersection of SW 137 Avenue and SW 336 Street  
Section: 23-57-39 Commission District 9

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## **Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve the subject resolution authorizing the County Mayor or County Mayor's designee to execute the attached tri-party agreement with Homestead-Miami Speed Way LLC, and the City of Homestead (City)(the Agreement). The Agreement provides for the relocation of a segment of SW 137 Avenue north of SW 336 Street which is owned by the County. The portion of right-of-way to be relocated is approximately 1,003 feet long and is located north of the intersection of SW 137 Avenue and SW 336 Street (See Exhibit "B" to the Agreement).

## **Scope**

The subject segment of roadway is located within Commissioner District 9.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County as there is no additional right-of-way being added to the Public Works and Waste Management Department (PWWM) inventory, since the old alignment is simply being exchanged by the new one. All other costs referenced in the Agreement, such as construction of the new alignment and demolition of the old improvements will be at the sole expense of Homestead-Miami Speedway LLC.

## **Track Record/Monitor**

PWWM is the entity overseeing this project and the person responsible for monitoring this agreement is Mr. Raul A. Pino, Chief, Land Development/Right-of-Way Division.

## **Background**

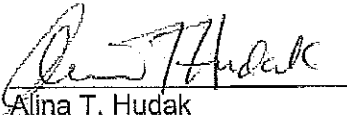
The Agreement calls for Homestead-Miami Speedway LLC and the City to relocate SW 137 Avenue to the west from its present location, starting at a point approximately 1,003 feet north of its intersection with SW 336 Street, in an area that is under the County's jurisdiction. Homestead-Miami Speedway LLC will be responsible for the construction of these improvements to SW 137 Avenue, which will enhance the use of the Homestead-Miami Speedway by improving safety and access of the general public attending events at this facility.

Homestead-Miami Speedway LLC is the owner of the properties abutting SW 137 Avenue north of SW 336 Street (see Exhibit "A" to the Agreement). The County has jurisdiction over SW 137 Avenue north of SW 336 Street (see Exhibit "B" to the Agreement), the City has jurisdiction over the segment south of SW 336 Street and additionally is the owner of the actual Homestead-

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 2

Miami Speedway itself (see Exhibit "C" to the Agreement). The segment of the road under the County's jurisdiction will be the subject of a future road closing petition to the BCC by Homestead-Miami Speedway LLC (see Exhibit "F" to the Agreement). The segment of SW 137 Avenue under the City's jurisdiction will likewise be closed by the City (see Exhibit "C" to the Agreement). Once the road closings are finalized, and the improvements to the relocated SW 137 Avenue are built, Homestead-Miami Speedway LLC will proceed to remove existing pavement, curb and gutter, sidewalks, guardrails and street lights from the old roadway alignment.

The relocation of the roadway will divert pedestrian traffic from the present condition where pedestrians must cross a busy thoroughfare to reach the facility. Furthermore, the relocation will create additional space surrounding the facility, which can be used for special events (see Exhibit "D" to the Agreement for proposed realigned roadway).



Alina T. Hudak  
County Manager/Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 19, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

A handwritten signature in dark ink, appearing to read "R. A. Cuevas, Jr.", is written over the printed name of the County Attorney.

**SUBJECT:** Agenda Item No. 14(A)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(3)  
6-19-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF  
A TRI-PARTY AGREEMENT AMONG MIAMI-DADE  
COUNTY, HOMESTEAD-MIAMI SPEEDWAY LLC,  
AND THE CITY OF HOMESTEAD FOR THE  
RELOCATION OF A PORTION OF SW 137 AVENUE  
IN SECTION 23-57-39

**WHEREAS**, Homestead-Miami Speedway LLC owns certain real property abutting SW 137 Avenue, north of SW 336 Street, as shown on Exhibit "A" to the proposed Agreement; and

**WHEREAS**, Miami-Dade County (County) has jurisdiction over that portion of SW 137 Avenue abutting Homestead-Miami Speedway LLC's property north of SW 336 Street, as shown on Exhibit "B" to the proposed Agreement; and

**WHEREAS**, the City of Homestead (City) owns the Homestead-Miami Speedway and has ownership and jurisdiction over that portion of SW 137 Avenue south of SW 336 Street, and the original platted road reservation for SW 137 Avenue (not a public right-of-way), as shown on Exhibit "C" to the proposed Agreement; and

**WHEREAS**, Homestead-Miami Speedway LLC intends to shift a portion of said SW 137 Avenue west to the proposed location shown on Exhibit "D" to the proposed Agreement in order to further enhance the use of the Homestead-Miami Speedway, hereinafter the "realigned SW 137 Avenue"; and

**WHEREAS**, this proposal requires shifting the intersection of SW 336 Street and the realigned SW 137 Avenue southwest to the proposed location shown on Exhibit "E" to the proposed Agreement, hereinafter the "realigned SW 336 Street"; and

**WHEREAS**, the County and the City have reviewed and approved the proposed realigned SW 137 Avenue and the realigned SW 336 Street in order to accommodate the proposed enhancements to the Homestead-Miami Speedway, determining that all such changes are appropriate and will not interfere with the County's and the City's future use of SW 137 Avenue and SW 336 Street; and

**WHEREAS**, in order to accomplish the foregoing, the parties agree that certain rights-of-way must be closed and abandoned, and that certain rights-of-way must be dedicated to the County and the City to accommodate the realigned SW 137 Avenue and realigned SW 336 Street; and

**WHEREAS**, a portion of the existing SW 137 Avenue right-of-way north of SW 336 Street to theoretical SW 333 Street must be closed and abandoned by the County, more particularly described in Exhibit "F" to the proposed Agreement; and

**WHEREAS**, the existing SW 137 Avenue right-of-way south of SW 336 Street, the platted SW 137 Avenue right-of-way south of SW 336 Street to SW 344 Street, and portions of SW 336 Street west of the existing SW 137 Avenue right-of-way must be closed and abandoned by the City, more particularly described in Exhibit "G" to the proposed Agreement; and

**WHEREAS**, the right-of-way for the realigned SW 137 Avenue and realigned SW 336 Street will consist of portions of Homestead-Miami Speedway LLC and City property; and

**WHEREAS**, the County has agreed to accept ownership and maintenance of those portions of the realigned SW 137 Avenue shown in Exhibit "H" to the proposed Agreement; and

**WHEREAS**, the City has agreed to accept ownership and maintenance of those portions of realigned SW 137 Avenue and realigned SW 336 Street shown in Exhibit "I" to the proposed Agreement,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that: 1) the foregoing recitals are incorporated as if fully set forth herein; 2) this Board hereby authorizes the County Mayor or County Mayor's designee to execute the Tri-Party Agreement among the County, Homestead-Miami Speedway LLC, and the City attached hereto and to exercise all the provisions therein; 3) the Chairman of the Board of County Commissioners is authorized to accept the right-of-way deed for the realigned SW 137 Avenue on behalf of Miami-Dade County; 4) pursuant to Resolution No. R-974-09, the Board (a) directs the County Mayor or County Mayor's designee to record the Tri-Party Agreement and the instrument of conveyance accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of said instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said instrument together with this resolution.

The foregoing was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of June, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



Jason E. Bloch

By: \_\_\_\_\_  
Deputy Clerk

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(Space reserved for Clerk)

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**HOMESTEAD-MIAMI SPEEDWAY  
TRI-PARTY RIGHT-OF-WAY AGREEMENT**

THIS TRI-PARTY RIGHT-OF-WAY AGREEMENT (this "AGREEMENT") is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and among the CITY OF HOMESTEAD, a Florida municipal corporation whose address is 790 N Homestead Blvd. Homestead, Florida 33030, hereinafter referred to as the "CITY"; MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address is 111 NW 1<sup>st</sup> Street, Suite 1620, Miami, Florida 33128, hereinafter referred to as the "COUNTY"; and HOMESTEAD MIAMI SPEEDWAY LLC, a State of Delaware Limited Liability Company, whose address is One Speedway Boulevard, Homestead, Florida 33035, hereinafter referred to as "HMS".

WITNESSETH

WHEREAS, HMS represents that it owns certain real property abutting SW 137 Avenue, north of SW 336 Street, as shown on Exhibit "A"; and

WHEREAS, the COUNTY has jurisdiction over that portion of SW 137 Avenue abutting HMS's property north of SW 336 Street, as shown on Exhibit "B"; and

WHEREAS, the CITY owns the Homestead-Miami Speedway and has ownership and jurisdiction over that portion of the existing SW 137 Avenue south of SW 336 Street, and the original platted road reservation for SW 137 Avenue (not a public right-of-way), as shown on Exhibit "C";

WHEREAS, HMS intends to shift a portion of said SW 137 Avenue west to the proposed location shown on Exhibit "D" in order to further enhance the use of the Homestead-Miami Speedway, hereinafter the "Realigned SW 137 Avenue"; and

WHEREAS, this proposal requires shifting the intersection of SW 336 Street and the Realigned SW 137 Avenue southwest to the proposed location shown on Exhibit "E", hereinafter the "Realigned SW 336 Street"; and

WHEREAS, the COUNTY and the CITY have reviewed and approved the proposed Realigned SW 137 Avenue and the Realigned SW 336 Street in order to accommodate the proposed enhancements to the Homestead-Miami Speedway, determining that all such changes will not interfere with the COUNTY and the CITY's future use of SW 137 Avenue and SW 336 Street; and

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WHEREAS, in order to accomplish the foregoing, the parties agree that certain rights-of-way must be closed and abandoned, and that certain rights-of-way must be dedicated to the COUNTY and the CITY to accommodate the Realigned SW 137 Avenue and Realigned SW 336 Street; and

WHEREAS, a portion of the existing SW 137 Avenue right-of-way north of SW 336 Street to theoretical SW 333 Street must be closed and abandoned by the COUNTY, more particularly described in Exhibit "F"; and

WHEREAS, the existing SW 137 Avenue right-of-way south of SW 336 Street, the platted SW 137 Avenue right-of-way south of SW 336 Street to SW 344 Street, and portions of SW 336 Street west of the existing SW 137 Avenue right-of-way must be closed and abandoned by the CITY, more particularly described in Exhibit "G"; and

WHEREAS, the right-of-way for the Realigned SW 137 Avenue and Realigned SW 336 Street will consist of portions of HMS and CITY property; and

WHEREAS, the COUNTY has agreed to accept ownership and maintenance of those portions of the Realigned SW 137 Avenue shown in Exhibit "H"; and

WHEREAS, the CITY has agreed to accept ownership and maintenance of those portions of Realigned SW 137 Avenue and Realigned SW 336 Street shown in Exhibit "I"; and

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals form a material part of this Agreement and are hereby incorporated by reference and made a part hereof.

2. Conveyance by HMS. Upon final inspection and acceptance of all improvements built by HMS, HMS shall convey to the COUNTY by Special Warranty Deed in fee simple, free and clear of all liens and encumbrances, that portion of the right-of-way for the Realigned SW 137 Avenue as shown in Exhibit "H".

3. Conveyance by the CITY. Upon final inspection and acceptance of all improvements built by HMS, CITY shall convey to the COUNTY by Quit Claim Deed in fee simple, that portion of the right-of-way of the Realigned SW 137 Avenue as shown in Exhibit "H". The City shall dedicate to the public that portion of the Realigned S.W. 137th Avenue and the Realigned SW 336 Street shown on Exhibit "I" to be owned and maintained by the City.

(Space reserved for Clerk)

4. County Road Closing Petition by HMS. HMS shall be responsible to apply for and obtain approval (and incur the expense) of a Road Closing Petition from the Miami-Dade County Public Works and Waste Management Department for that portion of existing SW 137 Avenue north of SW 336 Street, more particularly described in Exhibit "F", said road closing will be considered by the Miami-Dade Board of County Commissioners pursuant to its normal consideration process independent of this Agreement and, in addition, such approval shall be contingent upon HMS and the CITY complying with all the requirements of this Agreement. That portion of existing SW 137 Avenue more particularly described in Exhibit "F" shall revert to the abutting property owners by operation of law upon approval of the Road Closing Petition, and HMS and the CITY complying with all the requirements of this Agreement.

5. City Road Closing Petition by HMS. HMS shall be responsible to apply for and obtain approval (and incur the expense) of a Road Closing Petition from the CITY for: (a) that portion of platted SW 137 Avenue south of SW 336 Street to SW 344 Street; (b) that portion of the existing SW 336 Street between the proposed connection to the Realigned SW 137 Avenue and to the existing intersection of SW 336 Street and SW 137 Avenue; and (c) the existing SW 137<sup>th</sup> Avenue (as constructed and occupied) south of SW 336 Street, all as more particularly described in Exhibit "G", said road closings will be considered by the Homestead City Council and contingent upon HMS complying with all the requirements of this Agreement and the City's Code of Ordinances. That portion of existing SW 137 Avenue and SW 336 Street more particularly described in Exhibit "G" shall revert to the abutting property owners by operation of law upon approval of the Road Closing Petition.

6. Improvements by HMS. HMS shall be responsible for all costs and expenses in the performance of this Agreement and for the improvements to the Realigned SW 137 Avenue and the Realigned SW 336 Street. Such responsibility shall include obtaining and complying with all required permits, relocating any utilities, and the otherwise satisfactory completion of construction and construction engineering and inspection services for the Realigned SW 137 Avenue and the Realigned SW 336 Street, all consistent with COUNTY and CITY roadway standards and specifications, and shall be responsible for all associated costs and for posting a bond in an amount equal to the cost of the said improvements. Public access for and along the existing SW 137 Avenue and SW 336 Street shall remain open and available at all times, with any suitable detours onto HMS and CITY property (as approved by the City) as required for the maintenance of traffic, until completion of the Realigned SW 137 Avenue and Realigned SW 336 Street and the COUNTY and CITY's acceptance of same, as set forth below.

7. COUNTY Post-Construction. Upon completion of construction of the Realigned SW 137 Avenue, the closed and abandoned portion of SW 137 Avenue north of SW 336 Street more particularly described in Exhibit "F" will be closed to traffic; the pavement will be removed by

(Space reserved for Clerk)

and at cost to HMS. The COUNTY shall be responsible for all maintenance of that portion of the Realigned SW 137 Avenue shown on Exhibits "H" as a COUNTY owned road upon the Miami-Dade County Public Works and Waste Management Department final inspection and acceptance of all improvements built by HMS.

8. CITY Post-Construction. Upon completion of construction of the Realigned SW 137 Avenue and Realigned SW 336 Street, the existing portion of SW 137 Avenue (as constructed and occupied) south of SW 336 Street to SW 344 Street will be closed to traffic; the pavement will be removed by and at the cost of HMS. The CITY shall be responsible for all maintenance of that portion of the Realigned SW 137 Avenue and Realigned SW 336 Street shown on Exhibits "I" as a CITY owned road upon CITY's Public Works Department's final inspection and acceptance of all improvements built by HMS.

9. Indemnification. HMS agrees to indemnify, defend, and save and hold harmless the COUNTY and the CITY (and their respective employees and agents) from all claims, demands, liabilities, and suits of any nature whatsoever and any appeals, including attorney's fees and costs, arising out of any act, neglect, or omission by HMS, its contractors, subcontractors, agents or employees, in its performance of this Agreement, or because of, or due to the breach of this Agreement by HMS, its contractors, subcontractors, agents or employees.

10. Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and all disputes arising out of or relating to this Agreement, or the parties' relationship shall be resolved by the laws of the State of Florida. Venue for any litigation arising out of or relating to this Agreement, or the parties' relationship shall be proper exclusively in Miami-Dade County, Florida.

11. Enforcement. Enforcement shall be by action against any parties or person violating or attempting to violate any provision herein.

12. Termination of Agreement. The failure of HMS to obtain the necessary approvals for and to construct the Realigned SW 137 Avenue as a COUNTY and CITY road and Realigned SW 336 Street as a CITY road consistent with the terms and conditions of this Agreement by January 1, 2035 shall result in the termination of this Agreement, or the failure of HMS to in good faith diligently seek all such necessary approvals by January 1, 2031, shall result in the option of the CITY or COUNTY to exercise a termination of this of this Agreement. Further, in the event of such failure and termination, title to the property or property interests deeded by HMS to the COUNTY shall upon that event automatically revert back to HMS, and the title to the property conveyed by the CITY to the COUNTY shall automatically revert back the CITY.

(Space reserved for Clerk)

13. Entire Agreement; Amendment. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by written consent of all parties, evidenced by a document that has been fully executed by all parties.

14. Recording. Upon their proper execution, this Agreement, and any modifications or amendments thereto, and the above described deeds to the County shall be recorded in the Public Records by HMS, at its expense.

15. Effective Date. This Agreement shall become effective on the date upon which the Agreement has been properly executed by all the parties hereto.

16. Attorneys' Fees and Waiver of Jury Trial. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its Attorneys' Fees. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

17. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County:

Mayor  
Miami-Dade County  
111 NW First Street, 29<sup>th</sup> Floor  
Miami, Florida 33128

With a Copy To:

County Attorney  
Miami-Dade County  
111 NW First Street, 28<sup>th</sup> Floor  
Miami, Florida 33128

For the City:

City Manager

(Space reserved for Clerk)

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City of Homestead  
790 North Homestead Boulevard, Homestead, Florida 33030  
Telephone: (305) 224-4405  
Facsimile: (305) 224-4439

With a copy to:

Richard J. Weiss, Esq.  
City Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd.  
Coral Gables, Florida 33134  
Telephone: (305) 854-0800  
Facsimile: (305) 854-2323

For HMS:

Matthew Becherer, President  
Homestead-Miami Speedway, LLC  
One Speedway Boulevard  
Homestead, Florida 33035  
Telephone: (305) 230-5208  
Facsimile: (305) 230-5140

With a Copy to:

Melissa Tapanes Llahues, Esq.  
Bercow Radell & Fernandez, PA  
200 South Biscayne Boulevard, Suite 850  
Miami, Florida 33131  
Telephone: (305) 377-6227  
Facsimile: (305) 377-6222

18. Representations of HMS. HMS represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by HMS has been duly authorized, and this Agreement is binding on HMS and enforceable against HMS accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

(Space reserved for Clerk)

19. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor. HMS and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the CITY or the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. Compliance with Laws. HMS shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities including but not limited to the CITY and the County, as such laws, ordinances, rules, regulations, and lawful orders apply to the HMS under this Agreement, in carrying out this Agreement, and in particular shall obtain all necessary permits and approvals from all Governmental Authorities in the performance of this Agreement.

22. Waiver. The failure of either party to this Agreement to enforce, object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

25. Construction of this Agreement. The parties to this Agreement have participated freely in its negotiation and preparation. Accordingly, this Agreement will not be more strictly construed against any party on the basis that such party, or its counsel, drafted this Agreement.

26. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

27. Time is of the Essence. Time is of the essence in the performance of all obligations and acts by HMS and the COUNTY and CITY under this Agreement.

(Space reserved for Clerk)

Signed, sealed and delivered

In the presence of:

Albert A. Garcia

ALBERT A. GARCIA  
Print Name

\_\_\_\_\_  
Print Name

Homestead-Miami Speedway, LLC  
Delaware Limited Liability Company

By: [Signature]

Date: 6/4/12

State of: FLORIDA  
County of: MIAMI-DADE

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of JUNE, 2012, by NATHAN BECHERER, as PRESIDENT of Homestead-Miami Speedway, LLC, and a Delaware Limited Liability Company. He/~~She~~ is personally known to me.

Sandra K. Mack  
Signature of Notary Public

SANDRA K. MACK  
Name of Notary printed  
My commission expires:





(Space reserved for Clerk)

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**MIAMI-DADE COUNTY**

BY: Mayor Carlos Gimenez

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

APPROVED BY:

\_\_\_\_\_  
Assistant County Attorney

**CITY OF HOMESTEAD:**

BY: Mayor Steven Bateman

\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_

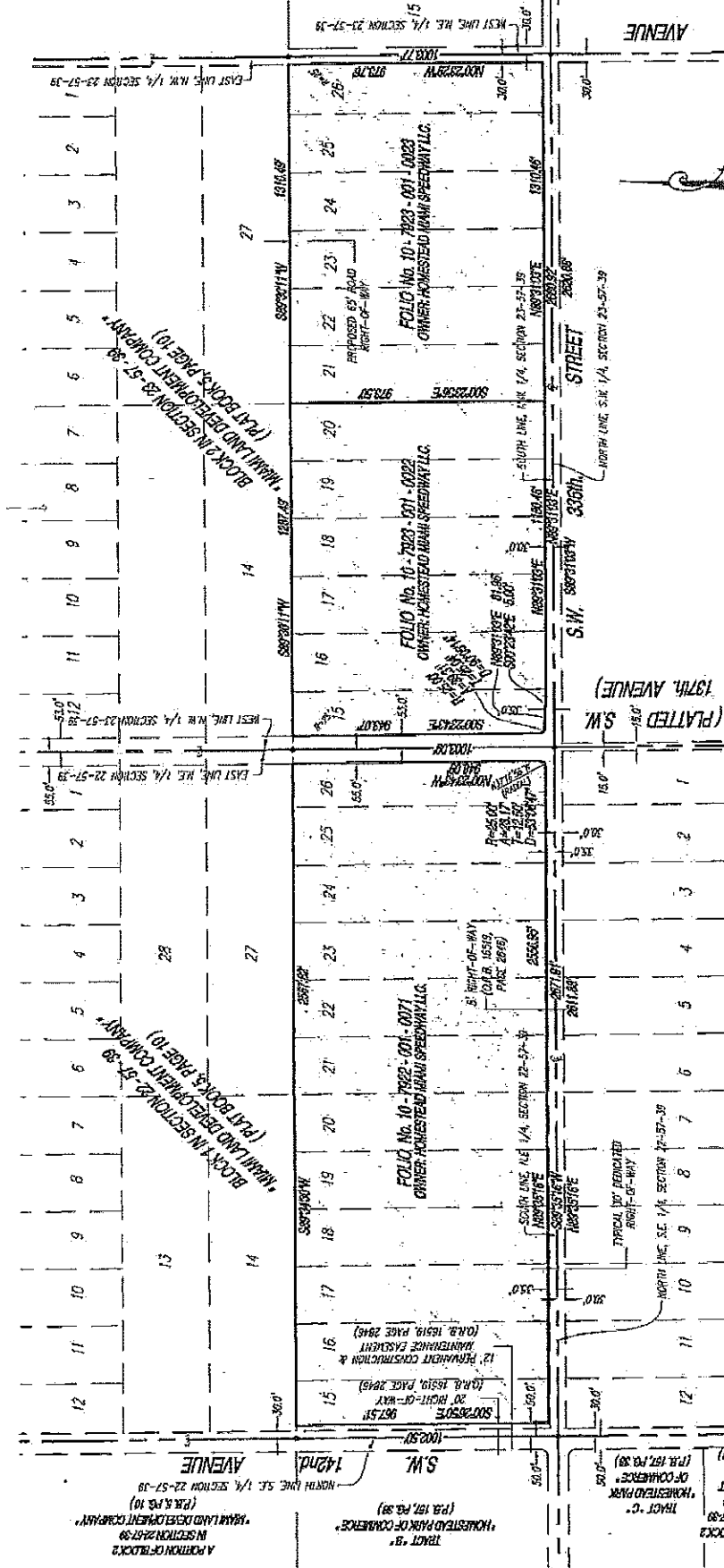
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City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

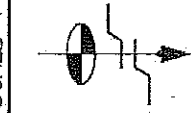
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City Attorney

# EXHIBIT "A"

## HOMESTEAD—MIAMI SPEEDWAY PROPERTY



SCALE 1"=600'



**Schwabe-Shishin & Associates, Inc.**  
 LAND SURVEYORS—ENGINEERS—LAND PLANNERS — 3240 CORPORATE WAY—MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010  
 FAX No. (954) 438-3288  
 PREPARED UNDER MY SUPERVISION:

ORDER NO. 199564  
 DATE: JANUARY 23, 2012  
 THIS IS NOT A "BOUNDARY SURVEY"  
 MARK STEVEN JOHNSON SECY & TREAS.  
 AUTHORIZED SIGNATURE: [Signature]  
 PROFESSIONAL LAND SURVEYOR No. 4775

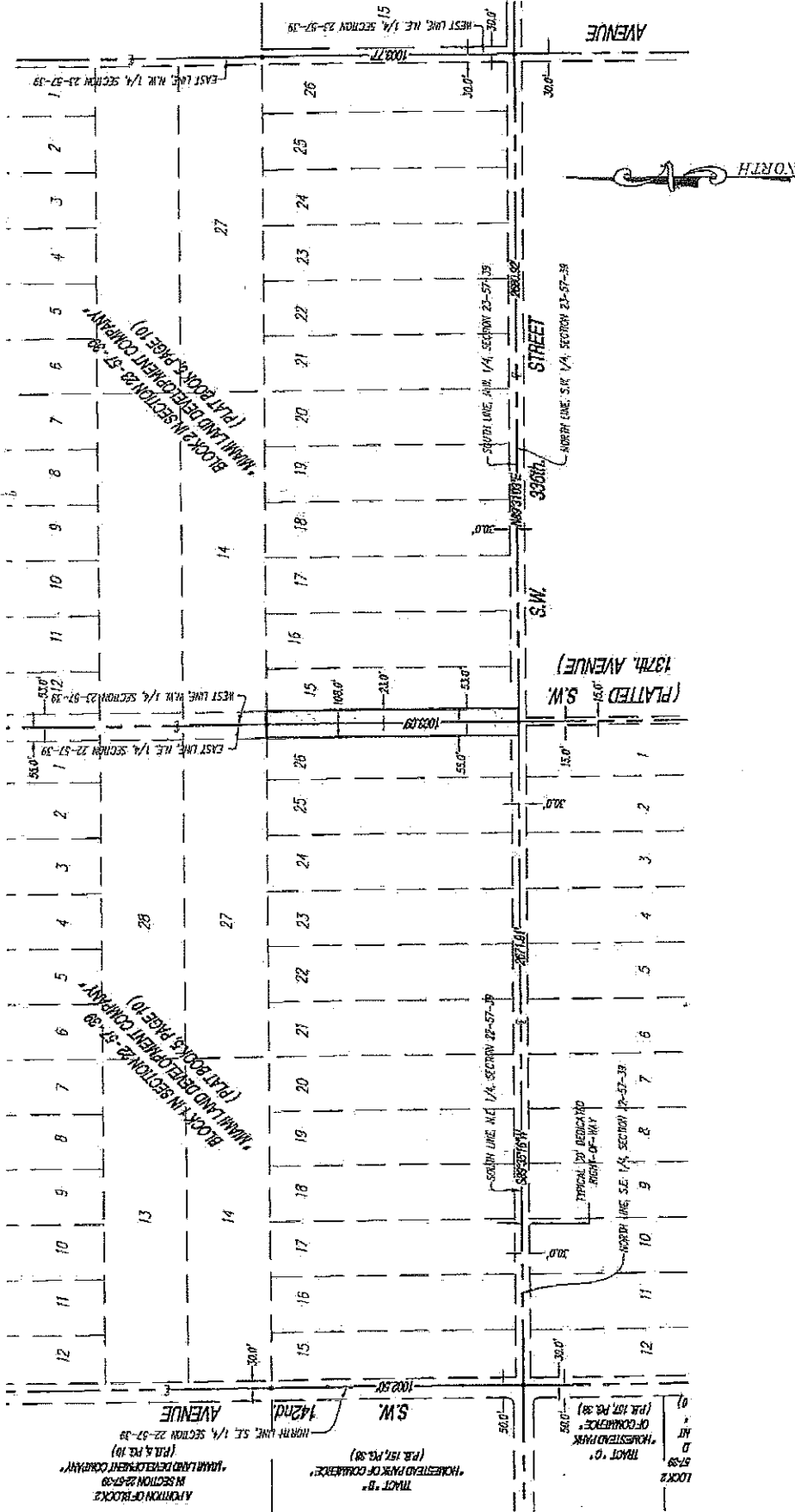
### REVISIONS

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---	DEVOTES PLAT BOOK

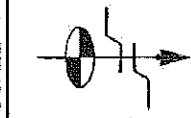
SHEET 1 OF 1 SHEET

# EXHIBIT "B"

EXISTING S.W. 137th AVENUE NORTH OF EXISTING  
S.W. 336th STREET



SCALE 1"=600'



**Schwabe-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954) 435-7010  
FAX No. (954) 435-3288  
PREPARED UNDER MY SUPERVISION:

ORDER NO. 199564  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY"  
MARK STEVEN JOHNSON SECY & TREAS.  
LAND SURVEYOR No. 4775

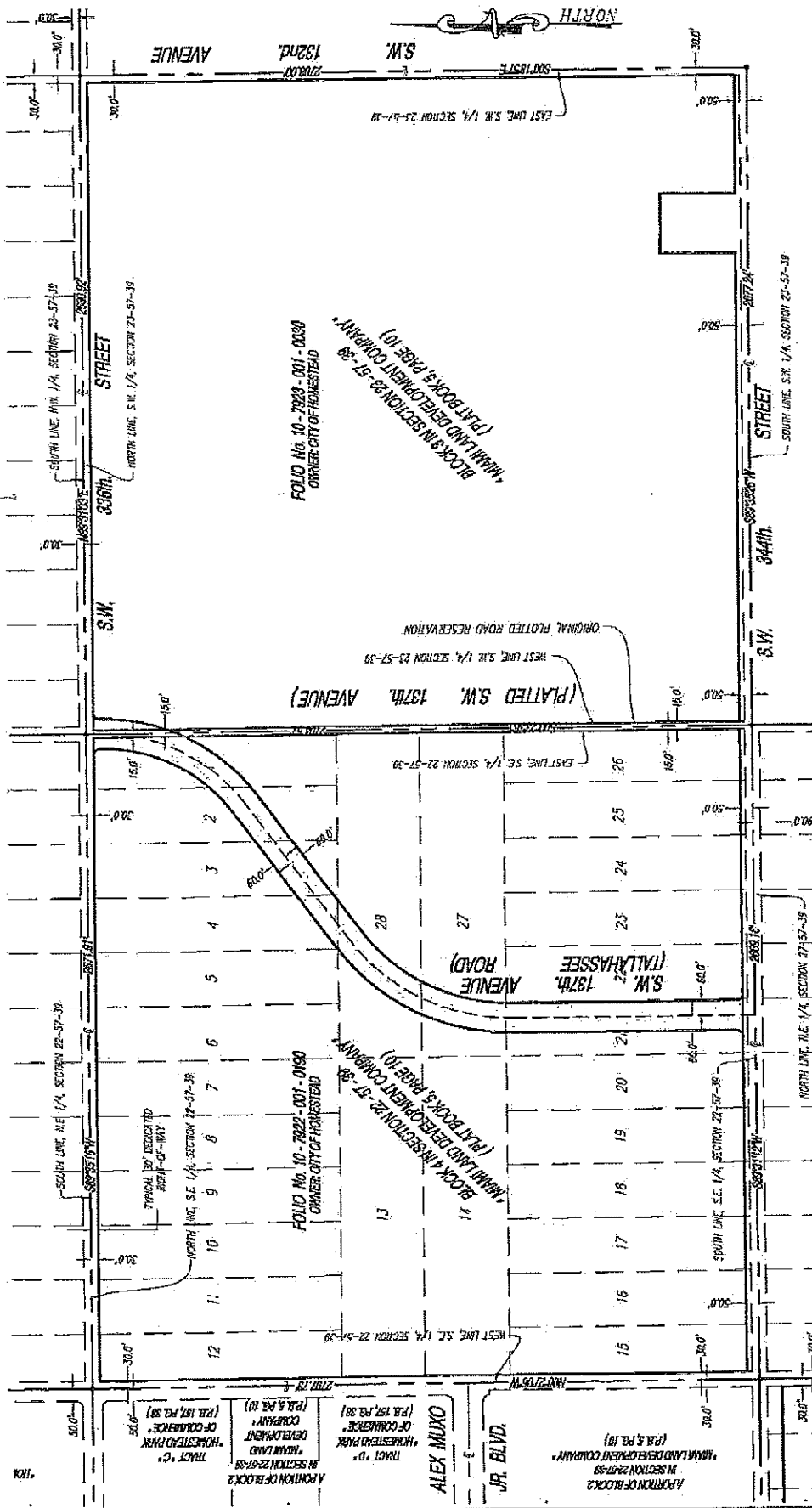
## REVISIONS

LEGEND:  
--- DENOTES SECTION LINE  
PG. DENOTES PAGE  
P.B. DENOTES PLAT BOOK

SHEET 1 OF 1 SHEET

# EXHIBIT "C"

EXISTING S.W. 137th AVENUE SOUTH OF EXISTING S.W. 336th STREET  
AND ORIGINAL PLATTED ROAD RESERVATION FOR S.W. 137th AVENUE



**LEGEND:**

- DENOTES SECTION LINE
- PG. DENOTES PAGE
- P.B. DENOTES PLAT BOOK

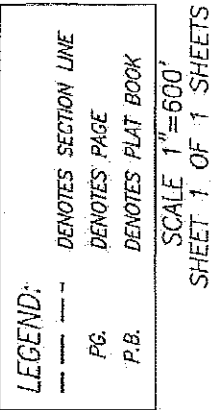
SCALE 1"=600'  
SHEET 1 OF 1 SHEETS

REVISIONS

**Schwabke-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954)435-7010 FAX No. (954)438-3288  
ORDER NO. 199564  
DATE: JANUARY 23, 2012

PREPARED UNDER MY SUPERVISION:  
MARK STEVEN JOHNSON SEC'Y & TREAS.  
THIS IS NOT A "BOUNDARY SURVEY"  
DELEGATE OF AUTHORIZATION No. 147087-00037 P.M. 147087-00037 P.M. 147087-00037 P.M.

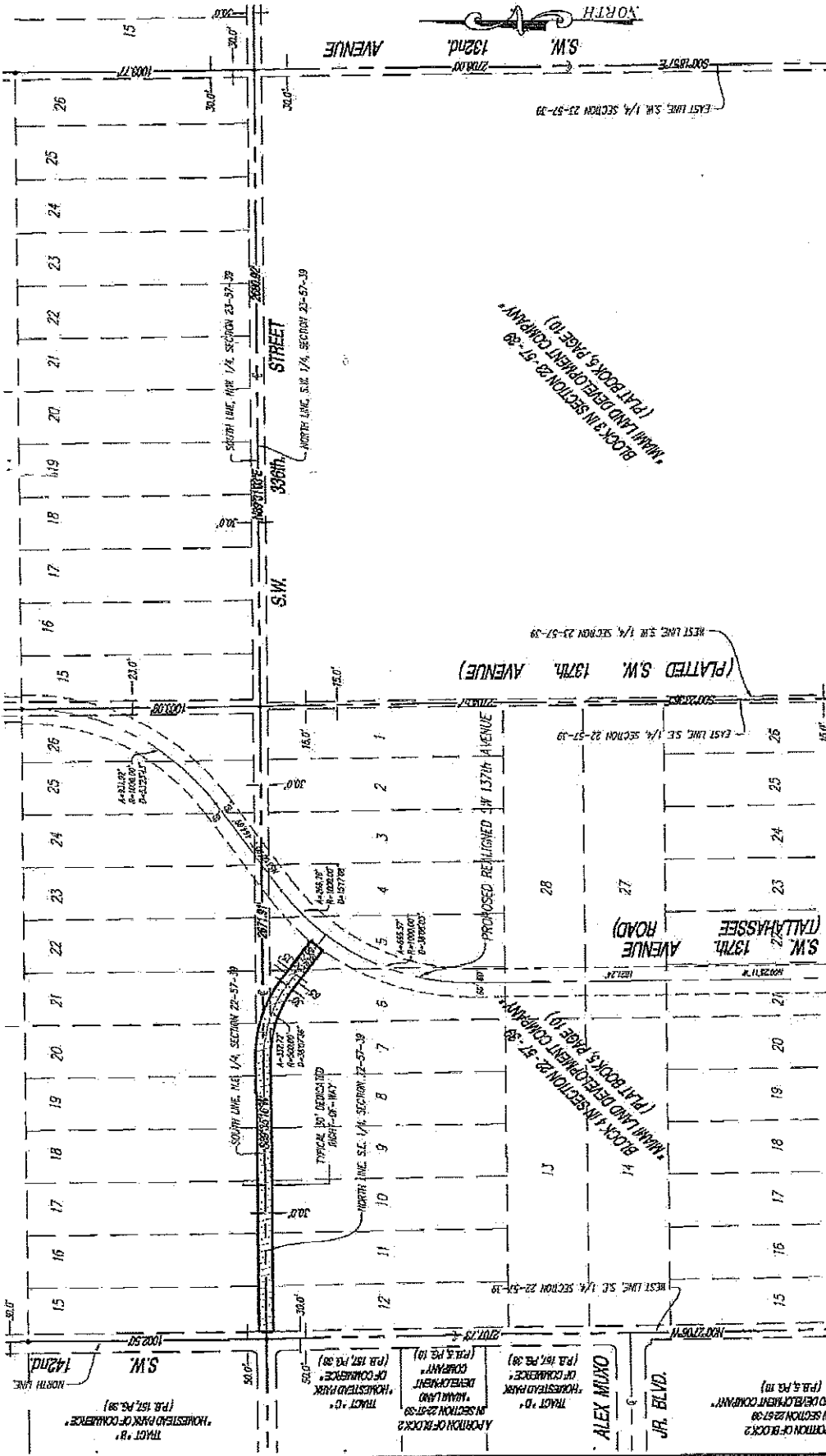
PROPOSED REALIGNED SW 137th AVENUE

[illegible]

*Schwabke-Shiskin & Associates, Inc.*  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE NO. (954) 435-7010 FAX NO. (954) 438-3288  
ORDER NO. 199564 PREPARED UNDER MY SUPERVISION:  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY"  
MARK STEVEN JOHNSON SEC'Y & TREAS.  
OFFICE OF AUTHORIZATION NO. 19287 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775  
CERTIFICATE OF AUTHORIZATION NO. 11864

# EXHIBIT "E"

## PROPOSED REALIGNED SW 336th STREET



### LEGEND:

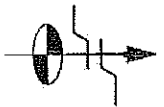
- DENOTES SECTION LINE
- PG. DENOTES PAGE
- P.B. DENOTES PLAT BOOK

SCALE: 1"=600'

SHEET 1 OF 1 SHEETS

### REVISIONS

**Schwabe-Shiskin & Associates, Inc.**  
 LAND SURVEYORS--ENGINEERS--LAND PLANNERS -- 3240 CORPORATE WAY--MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)435-3288  
 ORDER NO. 199554 PREPARED UNDER MY SUPERVISION:  
 DATE: JANUARY 23, 2012  
 MARK STEVEN JOHNSON SECY & TREAS.  
 THIS IS NOT A "BOUNDARY SURVEY"  
 NO INVESTIGATION OF ADJACENT PROPERTIES WAS MADE





LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT "F"

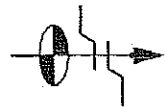
PORTION OF THE EXISTING S.W. 137th AVENUE NORTH OF  
S.W. 336th STREET TO BE CLOSED AND ABANDONED BY MIAMI-DADE COUNTY

A PARCEL OF LAND INCLUDING A PORTION OF LOT 26, BLOCK 1, "MIAMI DEVELOPMENT COMPANY" OF SECTION 22, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE EAST 55.00 FEET THE SOUTH THREE-QUARTERS (3/4) OF THE SOUTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 22 TOWNSHIP 57 SOUTH, RANGE 39 EAST.

TOGETHER WITH;

A PARCEL OF LAND INCLUDING A PORTION OF LOT 15, BLOCK 2, "MIAMI DEVELOPMENT COMPANY" OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE WEST 53.00 FEET THE THREE-QUARTER (3/4) OF THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 23 TOWNSHIP 57 SOUTH, RANGE 39 EAST.

SCALE 1"=600'



## REVISIONS

LEGEND:

--- -- DENOTES SECTION LINE  
P.C. DENOTES PAGE  
P.B. DENOTES PLAT BOOK

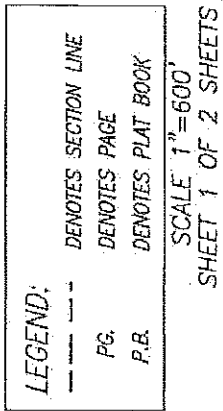
SHEET 2 OF 2 SHEETS

**Schwabbe-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE NO. (954) 435-7010 FAX NO. (954) 438-3288  
ORDER NO. 199564 PREPARED UNDER MY SUPERVISION:  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LP-7887 2012.54 PM 1/23/2012  
MARK STEVEN JOHNSON SEC'Y & TREAS.  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775



EXHIBIT "G"

PORTIONS OF THE EXISTING RIGHT OF WAY  
TO BE CLOSED AND ABANDONED BY THE CITY OF HOMESTEAD



REVISIONS

*Schweebe-Shiskin & Associates, Inc.*  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE NO. (954)435-7010 FAX NO. (954)438-3288  
ORDER NO. 199564 PREPARED UNDER MY SUPERVISION:  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY"  
STATEMENT OF AUTHORIZATION No. 19787-200002 RA, 100-FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775  
MARK STEVEN JOHNSON SEC'Y & TREAS.

PTM\SD22573\HOMESTAD-3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
EXHIBIT "G"

PORTIONS OF THE EXISTING RIGHT OF WAY  
TO BE CLOSED AND ABANDONED BY THE CITY OF HOMESTEAD

A PORTION OF THE EXISTING S.W. 336th STREET RIGHT OF WAY BOUNDED ON THE NORTH BY A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE, OF N.E. 1/4 OF SECTION 22, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND THE SOUTH LINE, OF N.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST, BOUNDED ON THE EAST BY A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE, OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST, BOUNDED ON THE SOUTH BY A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE, OF N.E. 1/4 OF SECTION 22, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND THE SOUTH LINE, OF N.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNED S.W. 336th STREET.

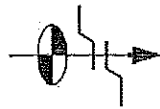
TOGETHER WITH:

THE EXISTING PLATTED S.W. 137th AVENUE ROAD RESERVATION RIGHT OF WAY BOUNDED ON THE NORTH BY A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE, OF N.E. 1/4 OF SECTION 22, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND THE SOUTH LINE, OF N.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST, BOUNDED ON THE EAST BY A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE, OF S.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST, BOUNDED ON THE SOUTH BY A LINE PARALLEL WITH AND 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE, OF N.E. 1/4 OF SECTION 22, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND THE SOUTH LINE, OF N.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND BOUNDED ON THE WEST BY A LINE PARALLEL WITH AND 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE, OF S.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 39 EAST,

AND TOGETHER WITH

THE EXISTING S.W. 137th AVENUE, AS CONSTRUCTED AND OCCUPIED, LYING WITHIN THE SOUTH HALF (S 1/2) OF SECTION 23 TOWNSHIP 57 SOUTH, RANGE 39 EAST AND LYING EASTERLY OF THE PROPOSED REALIGNED S.W. 137th AVENUE.

SCALE 1"=600'



## REVISIONS:

**Schwabe-Siskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS -- 3240 CORPORATE WAY--MIRAMAR, FL 33025  
PHONE NO. (954)435-7010  
FAX NO. (954)438-3288  
PREPARED UNDER MY SUPERVISION:  
ORDER NO. 199564  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY".  
FEDERATE OF AUTHORIZATION No. LB-82-2  
MARK STEVEN JOHNSON SECY & TREAS.  
FLORIDA-PROFESSIONAL LAND SURVEYOR No. 4775

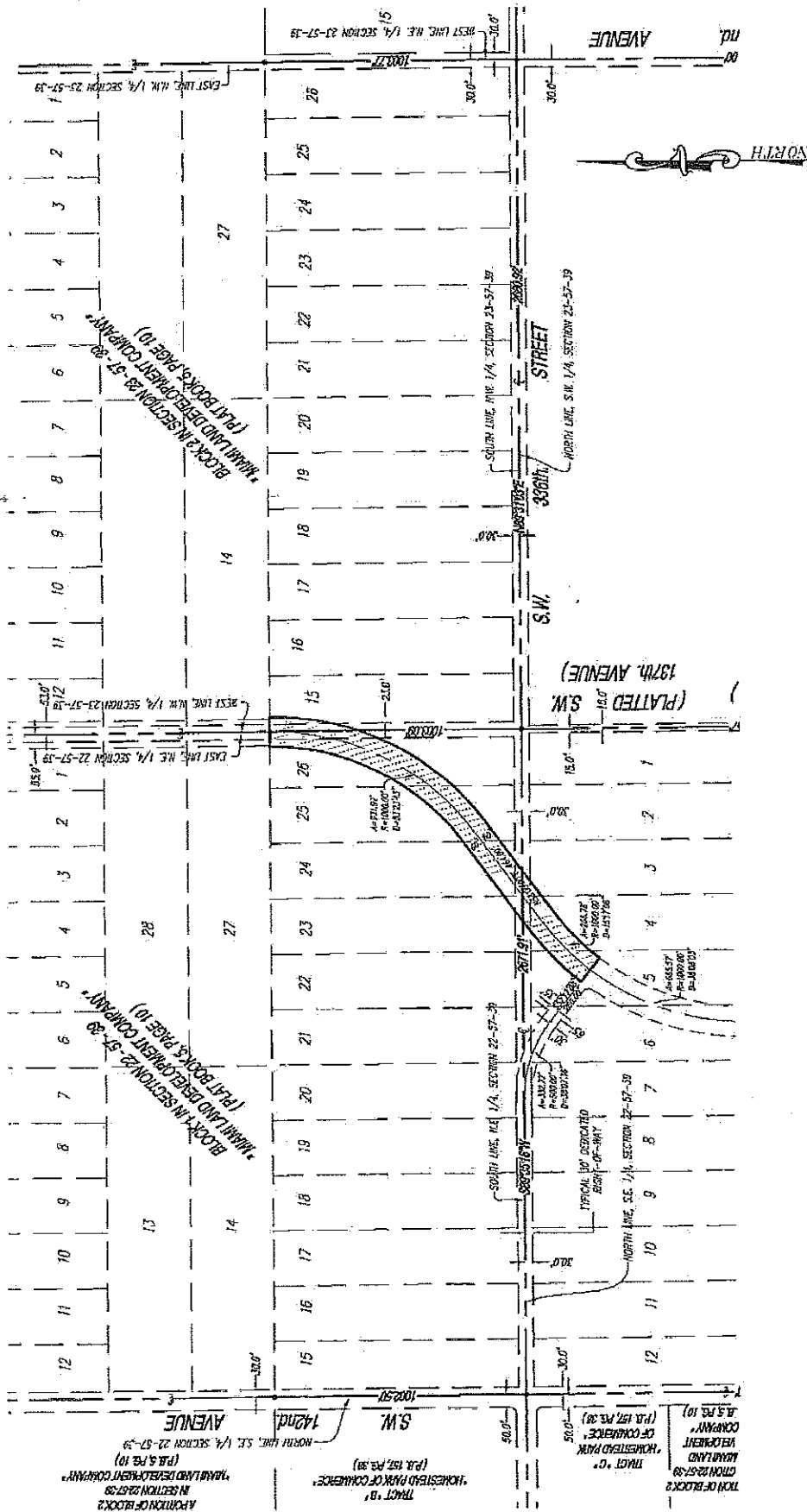
LEGEND:

PG.	DENOTES	SECTION LINE
P.B.	DENOTES	PLAT BOOK

SLEEHS 2 FO 2 SHEHS

# EXHIBIT "H"

PROPOSED REALIGNED S.W. 137th AVENUE  
TO BE DEDICATED BY MIAMI-DADE COUNTY



LEGEND:  
--- DENOTES SECTION LINE  
PG. DENOTES PAGE  
P.B. DENOTES PLAT BOOK

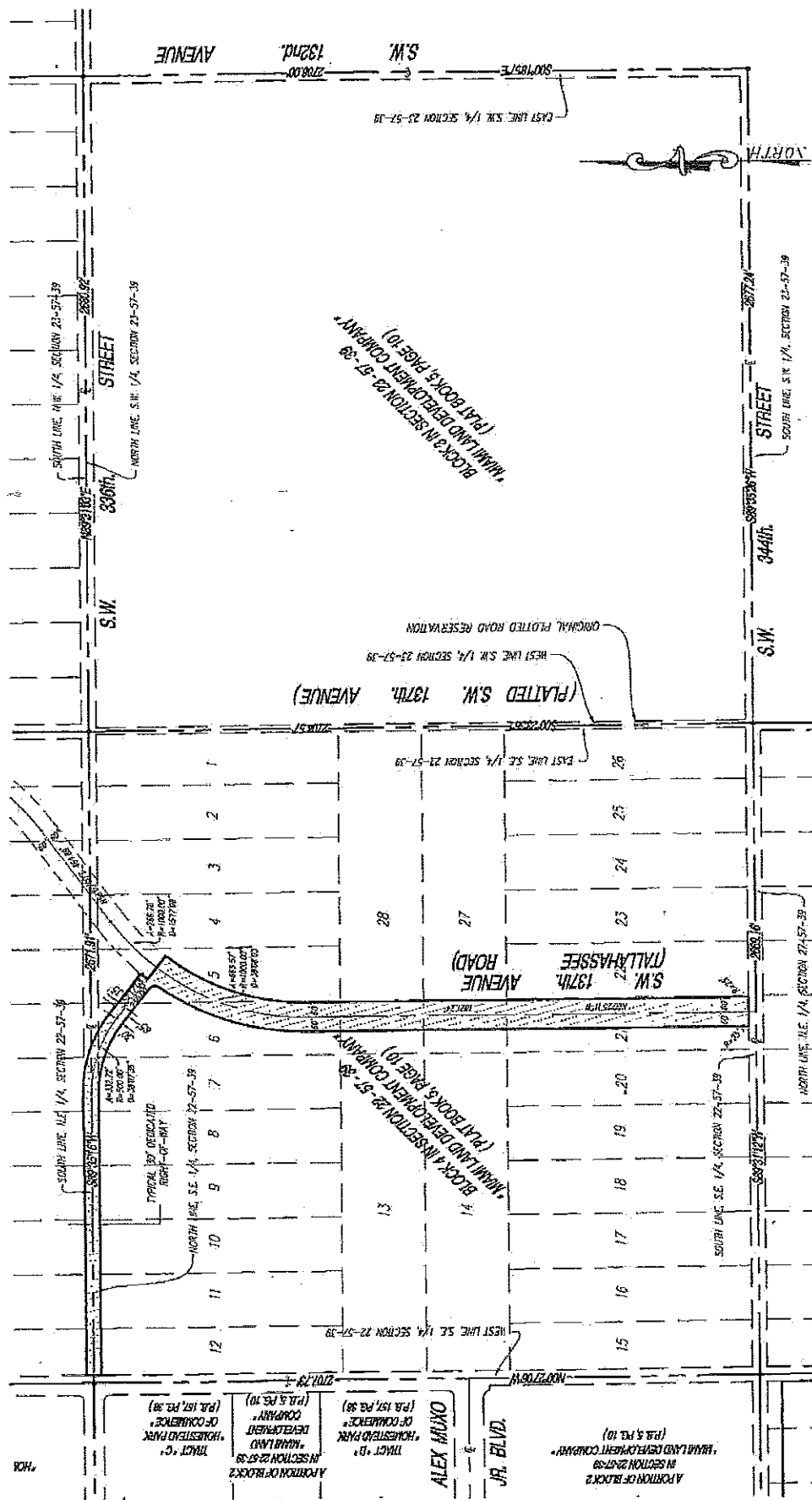
SCALE 1"=600'  
SHEET 1 OF 1 SHEET

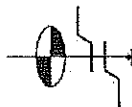
REVISIONS

**Schwebe-Shishin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954) 435-7010 FAX No. (954) 435-3288  
ORDER NO. 199564  
DATE: JANUARY 23, 2012  
THIS IS NOT A "BOUNDARY SURVEY"  
PREPARED UNDER MY SUPERVISION:  
MARK STEVEN JOHNSON SECY & TREAS.

# EXHIBIT "I"

PROPOSED REALIGNED S.W. 137th AVENUE AND REALIGNED S.W. 336th STREET  
TO BE DEDICATED BY CITY OF HOMESTEAD



	<b>Schwabke-Shiskin &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE NO. (954) 435-7010 FAX NO. (954) 438-3288 ORDER NO. 199564 DATE: JANUARY 23, 2012		REVISIONS <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				
THIS IS NOT A "BOUNDARY SURVEY" PREPARED UNDER MY SUPERVISION: MARK STEVEN JOHNSON SECY & TREAS. PROFESSIONAL LAND SURVEYOR NO. 4775		LEGEND: --- DENOTES SECTION LINE PG. DENOTES PAGE P.B. DENOTES PLAT BOOK SCALE 1"=600' SHEET 1 OF 1 SHEET					